

# **INTERLOCAL COOPERATION CONTRACT for Scheduled Driver License Office Space**

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## **I. Parties**

This contract ("Contract") is made and entered by and between Kimble County ("County") and the Texas Department of Public Safety ("TXDPS"), referred to herein as the "Parties," pursuant to the authority granted in Chapter 521 of the Texas Transportation Code and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

## **II. Purpose**

The purpose of this Contract is to provide TXDPS the exclusive use of office space together with the non-exclusive use of the property owned by the County to provide driver license services at a Scheduled Driver License Office located at the Kimble County Courthouse, 501 Main Street, in Junction, Kimble County, Texas ("Premises").

## **III. Responsibilities of Parties**

With the County's funds, the County shall acquire and provide TXDPS, at no cost to TXDPS, the following items for the operation of a Scheduled Driver License Office:

- A lockable, exclusive use, Americans with Disabilities Act (ADA)-compliant room (See Attachment A, Preferred Office Layout)
- Preferred minimum office size to be 11 x 13
- At least two (2) double electrical outlets (four plugs)
- Ability to support a minimum current draw of 12 amps to support TXDPS equipment
- Access to bathrooms during set business hours
- Permission to install security camera(s)
- Permission to install secured keycard access to the Scheduled Driver License Office
- Telephone line and service
- Two (2) high speed ISP internet connections (T1 or DSL) and service
- Utilities, electricity, gas, and janitorial and maintenance services
- Sufficient parking to accommodate Driver License employee and customers
- Routine and preventive maintenance and repair of the Premises used by TXDPS

With TXDPS' funds, TXDPS shall acquire and provide, at no cost to the County, the following items for the operation of a Scheduled Driver License Office:

- One (1) TXDPS employee during set business hours
- Required signage for office space
- One (1) router
- One (1) 15 amp surge protector power strip
- One (1) 30" x 60" office desk with locking drawers
- One (1) 18" x 60" utility table
- One (1) 24" x 36" utility table
- One (1) desk office chair
- One (1) customer chair
- One (1) four-drawer lockable filing cabinet
- One (1) two-drawer lockable filing cabinet

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- One (1) paper shredder
- One (1) photo capture device
- One (1) fingerprint capture device
- One (1) signature scanner
- Automated Driver License Testing System(s) ("ADLTS") based on customer volume
- One (1) high-powered USB hub
- One (1) laptop computer
- One (1) extension cord
- One (1) mouse
- One (1) desktop printer
- One (1) document scanner
- One (1) eye testing device
- One (1) passport scanner

TXDPS reserves the right to set and adjust the operational hours of the Scheduled Driver License Office based on customer demand.

Driver license services shall be provided at the Scheduled Driver License Office when the office temperature range is within acceptable safety standards and when no other condition(s) make it unsafe for the TXDPS employee to operate the Scheduled Driver License Office at the Premises.

TXDPS retains the right to temporarily dismantle the driver license set up and equipment at the Scheduled Driver License Office during times of disaster to provide support to alternative areas requiring driver license services as a result of a disaster.

#### **IV. Terms and Conditions**

1. **Term:** This Contract shall become effective on the date it is signed by the last of the two Parties to this Contract. The initial term of this Contract shall be for a two (2) year term. Upon mutual written agreement between the Parties, the Parties may renew this Contract, in whole or in part and under the same terms and conditions, for term(s) of two (2) years.
2. **Termination:** Either Party may cancel this Contract for any reason upon forty-five (45) days written notice to the other Party.
3. **Use of Premises:** TXDPS may use the Premises and the improvements thereon solely for TXDPS driver license related functions. TXDPS shall not sublease or assign its use of the Premises as provided herein.
4. **Secure Premises:** TXDPS agrees, in exchange for the use and occupancy of the Premises under this Contract, to take all reasonable measures to keep the Premises secure that are in TXDPS' use and control.
5. **Compliance of Premises:** The County certifies that the Premises to be occupied by TXDPS shall comply with all applicable federal, state, and local laws, statutes, and ordinances, codes, rules, and regulations, which include compliance with all applicable handicapped accessibility requirements, such as the Americans with Disabilities Act. The Premises shall meet all zoning and building code requirements of the local government code in which the space is located. Acceptance of the Premises does not exonerate the County from meeting all applicable requirements. No requirement may be waived by TXDPS.

6. No Liability for Employees: Each Party to this Contract shall have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the Parties, liability, if any, shall be shared by each Party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
7. Authority to Enter Premises: Upon prior written notice to and consent by TXDPS, the County shall have the ability to enter the Premises for purposes deemed necessary, such as maintenance, repairs, or janitorial services, by the County; however, in no event shall the County unreasonably interfere with the use of the Premises by TXDPS.
8. Criminal History Background Checks: The County shall have its personnel who will have access to the Premises, including but not limited to those persons providing maintenance, repairs, or janitorial services, submit to a TXDPS fingerprint-based criminal history background investigation at TXDPS' expense, if required by TXDPS. To facilitate this criminal history background investigation, each person who will have access to the Premises shall complete a TXDPS HR Personal History Statement Form and provide fingerprints that are acceptable to TXDPS. The County shall not allow its personnel to have access to the Premises that have not submitted to and successfully completed a TXDPS fingerprint-based criminal history background investigation.
9. Non-Incorporation: This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
10. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.
11. Force Majeure: Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
12. Governing Law and Venue: This Contract shall be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.

13. Dispute Resolution: The County shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
14. No Joint Enterprise: The provisions of this Contract are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
15. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Contract shall remain valid and in full force and effect.
16. Notice: Any notice required or permitted under this Contract shall be in writing and shall be directed to the Parties as designated below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

**If to TXDPS:**

Administration Division - Facilities  
Marilyn Lyon, Facilities Planner  
1617 East Crest Drive  
Waco, TX 76705  
Telephone: (254) 759-7142  
Email: Marilyn.Lyon@dps.texas.gov

Driver License Division  
Barbara Hubbard, Regional Manager  
6502 S. New Braunfels  
San Antonio, TX 78223  
Telephone: (210) 531-2231  
Email: Barbara.Hubbard@dps.texas.gov

**If to COUNTY:**

Andrew Murr  
County Judge  
501 Main Street  
Tuncheon, Texas 76849

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

17. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.



18. Certifications: The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

COUNTY:

Signature

Name & Title

Date

*Andrew Murr*

*Andrew Murr, Kimble County Judge*

*9 July 2013*

TEXAS DEPARTMENT OF PUBLIC SAFETY:

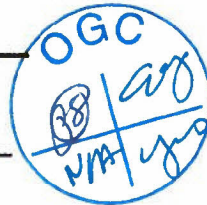
Signature

Joe Peters, Assistant Director

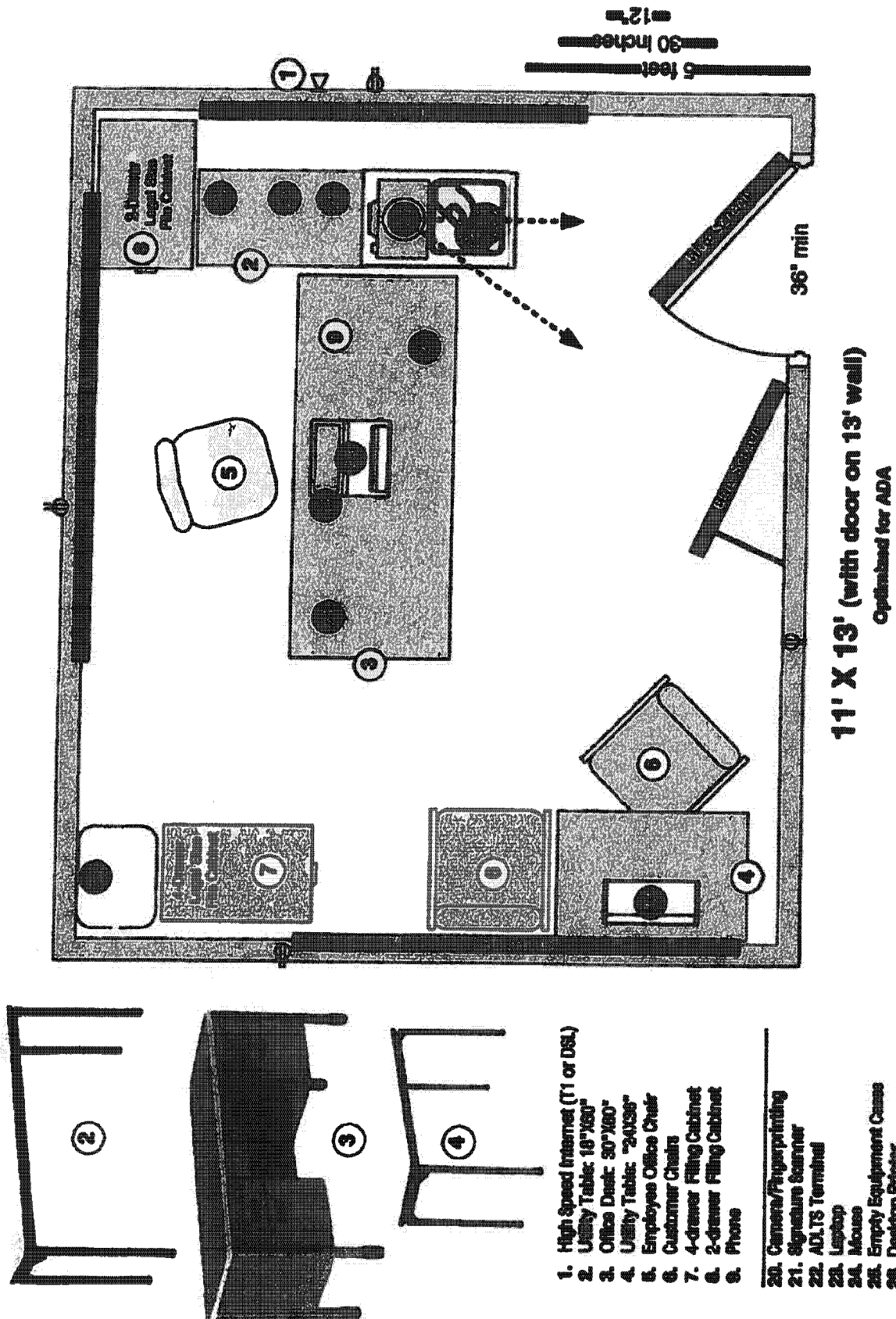
Name & Title

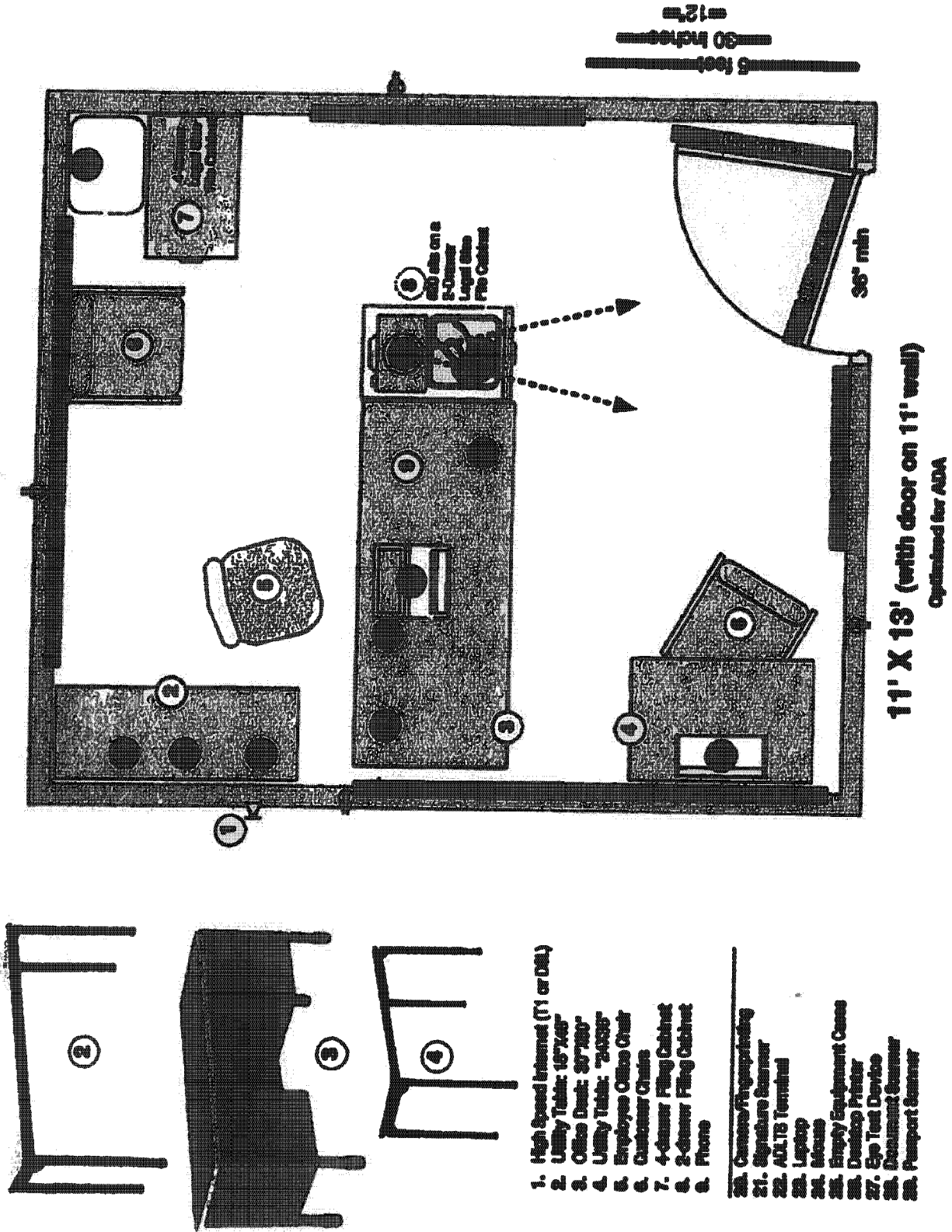
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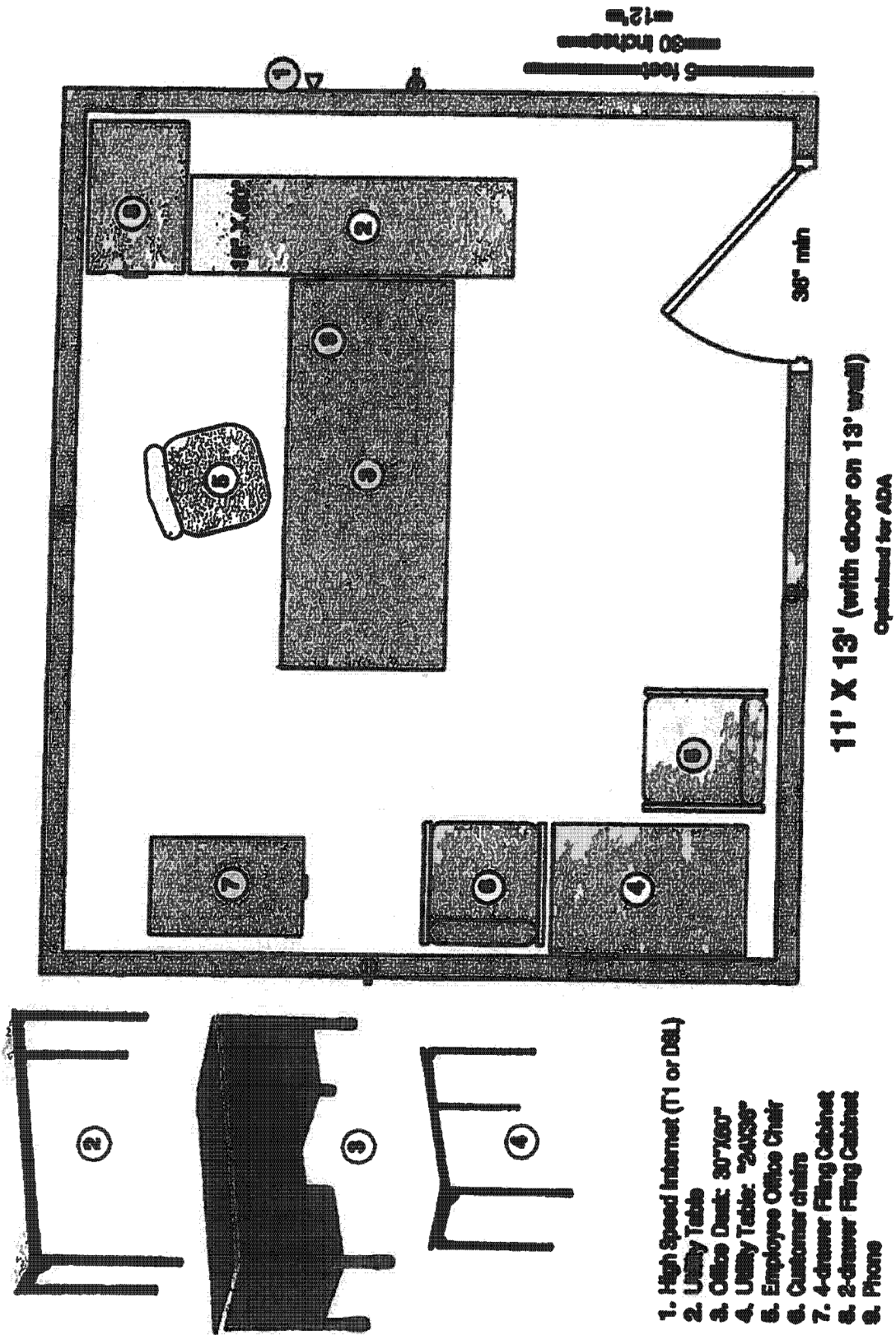


# Attachment A, Preferred Office Layout

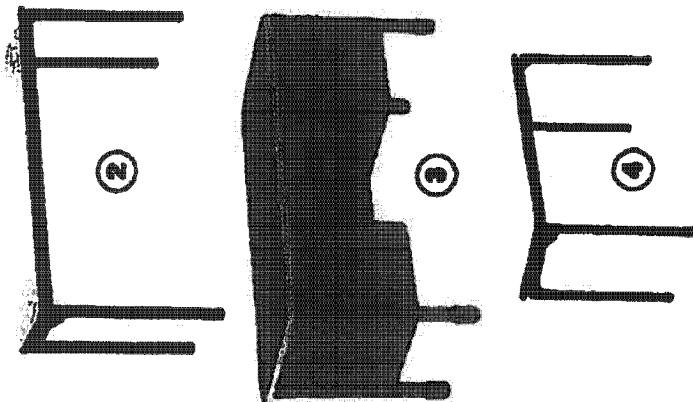
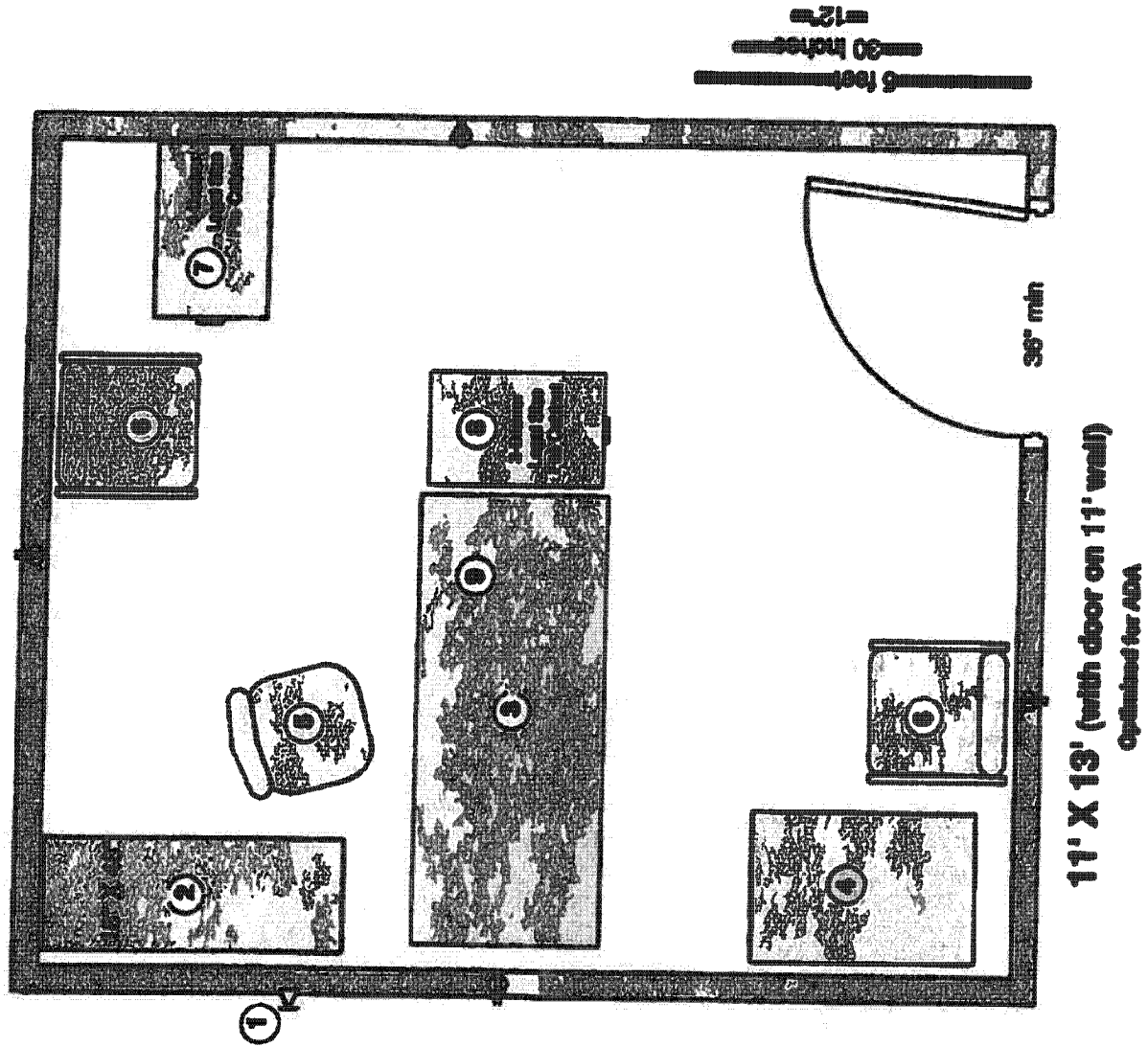












1. High Speed Internet (T1 or DSL)
2. Utility Table
3. Office Desk: 30'X60"
4. Utility Table: 24'X36"
5. Employee Office Chair
6. Customer chairs
7. 4-drawer Filing Cabinet
8. 2-drawer Filing Cabinet
9. Phone

Table 404.2.4.1 Minimum Clearances at Manual Swinging Doors and Gates

Type of Use		Minimum Maneuvering Clearance	
Approach Direction	Door or Gate Side	Perpendicular to Doorway	Parallel to Doorway (beyond latch side unless noted)
From front	Pull	60 inches (1525 mm)	18 inches (455 mm)
From front	Push	48 inches (1220 mm)	0 inches (0 mm) <sup>1</sup>
From hinge side	Pull	60 inches (1525 mm)	35 inches (915 mm)
From hinge side	Pull	54 inches (1370 mm)	42 inches (1065 mm)
From hinge side	Push	42 inches (1065 mm) <sup>2</sup>	22 inches (560 mm) <sup>3</sup>
From latch side	Push	48 inches (1220 mm) <sup>4</sup>	24 inches (610 mm)
From latch side	Push	42 inches (1065 mm) <sup>4</sup>	24 inches (610 mm)

1. Add 12 inches (305 mm) if closer and latch are provided.

2. Add 6 inches (150 mm) if closer and latch are provided.

3. Be on hinge side.

4. Add 6 inches (150 mm) if closer is provided.